

**AUTHORIZING MEMORANDUM OF AGREEMENT - COLLECTIVE BARGAINING  
AGREEMENT WITH ROBBINSVILLE TOWNSHIP PROFESSIONAL  
FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3786**

**WHEREAS**, the Township and IAFF Local 3786 have been in negotiations for a successor collective negotiations agreement; and

**WHEREAS**, pursuant to those negotiations, the Township and IAFF Local 3786 have reached a Memorandum of Agreement concerning the terms and conditions of employment for Robbinsville firefighters represented by the IAFF Local 3786; and

**WHEREAS**, the successor collective negotiations agreement will be effective from January 1, 2012 through December 31, 2015; and

**WHEREAS**, Township Administration has recommended ratification of the Memorandum of Agreement reached with IAFF Local 3786; and

**WHEREAS**, the Township Council having reviewed the Memorandum of Agreement and finding ratification of the Agreement is in the best interests of the Township;

**NOW THEREFORE BE IT RESOLVED**, by the Township Council of Robbinsville, that it hereby ratifies and accepts the Memorandum of Agreement between the Township and IAFF Local 3786 covering the terms and conditions of their employment entered into between the Township and the IAFF on December 6, 2011.

**NOW THEREFORE BE IT FURTHER RESOLVED**, by the Township Council of the Township of Robbinsville that the Mayor is authorized to amend the prior collective negotiations agreement between the Township and IAFF Local 3786 consistent with the Memorandum of Agreement, and Mayor is hereby authorized to execute the new collective negotiations agreement once it has been amended. This Resolution shall be effective immediately.

I certify this to be a true copy of a resolution adopted by the Township Council of the Township of Robbinsville at a meeting held on January 5, 2012.



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Beth Dupnak, Deputy Municipal Clerk

## MEMORANDUM OF AGREEMENT

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Robbinsville Township (“Township”) and Robbinsville Township Professional Firefighters Association, IAFF Local 3786 (“Union”) hereby agree to this Memorandum of Agreement, dated December 6, 2011, with respect to a successor collective bargaining agreement between the parties. This agreement is subject to ratification of the parties. The parties agree to recommend ratification of this agreement to their respective membership (the Township Council and Union members, respectively).

The terms of the Memorandum are as follows:

1. The term of the successor agreement shall be from January 1, 2012 to December 31, 2015.
2. All terms of the existing contract shall remain in full force and effect, except as modified by this Memorandum.
3. The parties shall mutually create and agree upon a successor collective bargaining agreement from the terms of this Memorandum.
4. Modify agreement to replace the word “Chief” with “Director of Fire” or “Fire Director”
5. **ARTICLE 17 – HOURS OF WORK**  
Modify 17.1.a. to state that the number of firefighters will be assigned as determined by the Fire Director.
6. **ARTICLE 18 - WAGES**  
A new salary guide will be created with across the board salary increases of 2.0% in 2012; 2.0% in 2013; 2.0% in 2014; and 3.0% in 2015.

7. **ARTICLE 20 – VACATIONS**

Modify paragraph 20.2 to state that vacation requests for two (2) consecutive shifts or more must be submitted in writing in thirty (30) days before the requested dates.

8. **ARTICLE 22 – SICK TIME/PERSONAL TIME**

Modify paragraph 22.8 to state that an employee returning from sick leave may be evaluated by an occupational health physician of the Township's choosing.

9. **ARTICLE 27 – TRAINING**

Modify paragraph 27.1(f) to state "Fire related courses at the discretion of the Fire Director."

10. **ARTICLE 28 – HEALTH BENEFITS AND HOSPITALIZATION**

a. Eliminate paragraphs 28.1, 28.2 (except for the 125 Plan language), 28.3 and replace with the following:

"A. FULL HEALTH CARE COVERAGE

1. The Employer shall provide to all Employees, and in cases where it is appropriate, their families, the health care protection designated below. The hospital carrier shall be such carrier under the existing plan which may be selected by the Employer.

2. Insurance Services shall be provided by carriers selected by the Township. Prior to changing carriers, the Township will discuss said change with the Local and agree to provide coverage that is equivalent or better than existing coverage.

3. Effective January 1, 2012, all employees shall be required to contribute towards the cost of the premium for all health insurance provided under this article pursuant to Public Law 2011, Chapter 78. If Public Law 2011, Chapter 78 should be invalidated with regard to employee contributions to health insurance, the contributions for all health insurance received under this Agreement will in no instance be less than 1.5% of his/her salary. Deductions will be made from the Employee's paycheck on a biweekly basis. This provision is not intended to include those Employee's who waive their health care coverage by the Township.

(a) Effective January 1, 2012 co-payments for primary care doctor visits; specialist doctor visits; and emergency room visits shall be the responsibility of the employee and shall not exceed \$25/\$35/\$55.

(b) Effective January 1, 2012, co-payments for outpatient surgery shall be \$100 and co-payments for inpatient hospital admissions shall be \$300, which are the responsibility of

the employee. The Township will, however, upon submission of a receipt of payment of one of co-payments in this paragraph, reimburse the employee \$100 per year.”

**B. DENTAL INSURANCE**

Employees shall be included in the same dental plan provided by the Township to all non-union employees. The Employer shall pay the full basic premium for each Employee and, in cases where appropriate, for family-plan insurance coverage. Dental coverage shall not be reduced during the life of this Agreement.

**C. PRESCRIPTION DRUGS**

A prescription drug plan shall be provided for Employees effective January 1, 2012. Said plan shall include a \$15 co-pay provision for generic drugs, \$35 preferred brand drugs and \$50 non-preferred.

**D. VISION CARE COVERAGE**

Employees will be eligible for vision care reimbursement in an amount not to exceed \$200.00, every two years, commencing after ninety (90) days of full-time employment. Reimbursement will be on amounts not previously covered under the employee’s Health Benefit Coverage.

b. Modify paragraph 28.4 to include the following language:

“Any employee who had 20 or more years in the Police and Firemen’s Retirement System as of June 28, 2011 and who retires on or after January 1, 2012, shall receive retiree health insurance provided under this Article at no cost to the retiree. Any employee who had less than 20 years of service in the Police and Firemen’s Retirement System as of June 28, 2011, and who retires on or after January 1, 2012, shall contribute to his/her retiree health insurance provided for in this Agreement that amount required under Public Law 2011, Chapter 78.”

11. **ARTICLE 32 - STAFFING**

Modify 32.2 to state that staffing for each tour will be determined by the Fire Director.

12. **ARTICLE 33 – PERSONNEL FILES**


Modify 33.2 by changing “Township Designee in charge of personnel” to “Human Resources.”

Modify 33.5 to provide that all complaints and discipline shall remain permanently in an employee’s personnel file. However, the Township agrees that it will not use discipline older than one (1) year against the employee in a subsequent disciplinary proceeding.

13. **DURATION – ARTICLE 11**

Change to a four year contract commencing on January 1, 2012 and terminating on December 31, 2015.

**TOWNSHIP OF ROBBINSVILLE:**

  
\_\_\_\_\_  
David Fried, Mayor

1/10/12  
Date

  
\_\_\_\_\_  
Joy Tozzi, Assistant Business Administrator

1/10/12  
Date

**IAFF LOCAL 230:**

  
\_\_\_\_\_  
Brendan O'Donnell, President IAFF Local 230

1/11/12  
Date